

Aquatic Grants Manual

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AGREEMENT NUMBER

1

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Boating and Waterways

CONTRACTOR'S NAME

2

2. The term of this Agreement is: **3** through

3. The maximum amount of this Agreement is: **\$ 4**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work / Budget page(s)

Exhibit B – Special Terms and Conditions **5** page(s)

Exhibit C* – General Terms and Conditions

page(s)

page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



6

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Boating and Waterways

BY (Authorized Signature)



7

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Raynor Tsuneyoshi, Director

ADDRESS

2000 Evergreen Street, #100, Sacramento, CA 95815

**California Department of General
Services Use Only**

☐ Exempt per:

Section I

Parts of the Contract

Overview, Contract Cover Page – Std. 213 Form

1. Contract number

You must use this Contract number on all paperwork submitted to the Department. The first two numbers represent the first fiscal year of the contract.

2. Contractor name

The name appearing on this page needs to be the complete official name of the contractor. The name that appears here needs to exactly match the contractor name appearing on the invoice or other paperwork. If it does not, complications will arise. For instance, If you submit an invoice from California State University, Monterey Foundation and the contract reads California State University Monterey, we cannot issue payment and must amend the contract.

3. Term of Agreement

For equipment contracts, the entire 15-year term will be shown here. For scholarship only contracts, the 1-year term will be shown.

4. Maximum Amount of Agreement

This is the total amount available to spend. Contractor is responsible for any expenses that exceed this amount.

5. Scope of Work

This details the attachments to the contract:

Attachment A Contractor's proposal and Budget Page

Attachment B Special Terms and Conditions

Exhibit C General Terms and Conditions associated with all contracts with the State of California.

6. Contractor's Information and Signature

This is where you or your authorized representative prints name and title and signs. Original signatures need to appear on all contracts.

7. Department Information and Director's signature

This is where the Department of Boating and Waterways Director signs the contract. A contract is not complete or valid until both signatures of both parties appear on the contract.

Overview, Contract Clauses/Requirements

ATTACHMENT B – SPECIAL TERMS AND CONDITIONS

Following are notes to clarify clauses located in Attachment B of the contract.

1. The State agrees to provide the Contractor a sum not to exceed the amount specified in this agreement for the purchase of vessels and equipment and/or program funding for use in boating safety instructional programs in accordance with Attachment A, which is incorporated herein by reference.

Note, Paragraph 1: This clause specifies that we will reimburse the contractor for items listed in Attachment A of the contract up to the amount listed in Line Item 3 of the Standard Agreement. The Department will not be able to reimburse the contractor for any amount that exceeds the amount listed there.

2. The Contractor is not authorized to make expenditures with any money allocated from Year One listed in Attachment A of the contract, until all signatures are secured and final approval is received from the Department or the Office of Legal Services, Department of General Services. The date of the final approval becomes the date of the contract.
3. The Contractor shall complete purchases of vessels and equipment specified on the budget sheets in Attachment A no later than DEADLINE DATE. All invoices pertaining to the said purchases of vessels and equipment specified in Attachment A must be received by the Department on or before DEADLINE DATE. The Department is not obligated to make payment on any invoice received after these specified deadline dates.

Note, Paragraph 3: This clause specifies the deadline to make all purchases. The Department is not authorized to reimburse the contractor for expenses incurred after this date unless the contract is amended to extend this date.

4. The Contractor shall conduct all classes specified on the budget sheets in Attachment A by DEADLINE DATE. All invoices for classes specified on the budget sheets in Attachment A must be received by the Department on or before DEADLINE DATE. The Department is not obligated to make payment on any invoice received after these specified deadline dates.

Note, Paragraph 4: This clause specifies the deadline to conduct all classes listed in Attachment A. The Department is not authorized to reimburse the contractor for expenses incurred after this date unless the contract is amended to extend this date prior to its occurrence.

5. The Contractor is authorized to make only expenditures specified in Attachment A of the contract. Any modifications to the expenditure specifications must be approved by the Department. The Contractor must submit a letter of request to make modifications and the reasons therefor accompanied by the modified expenditure specifications to the Department. The Department must give approval of the modifications in writing and forward this letter of approval to the Contractor before any expenditure reflected in the modification is made. Nothing herein shall require the Department to give their approval or to reimburse the Contractor for unapproved expenditures.

Note, Paragraph 5: This clause specifies the items or activities for which the Department will reimburse the contractor. The contractor should pay close attention to the budget sheet in Attachment A of the contract before making expenditures to ensure that any expenditure is consistent with Attachment A. The Department is not obligated to reimburse the contractor for items that deviate from the budget page in Attachment A. The contractor may request to make changes to the budget sheets as explained above.

6. All invoices submitted by the Contractor must be submitted with the Department's **Reimbursement Claim Form** and include the information listed below. The entire invoice (including all items listed in A, B, and C) must be submitted to the Department in triplicate.

A. Contractor Invoice

When submitting invoices, the contractor shall provide an invoice that lists: the name and address of the Department of Boating and Waterways, the name and address of the Contractor, the contract number, and the total amount to be reimbursed.

B. Reimbursement Claim Form

The contractor shall use the Reimbursement Claim Form provided by the Department to describe equipment purchases or expenses incurred from classes taught. Each request for reimbursement must be listed on the claim form and match its corresponding line item number on the Contractor's Budget Page(s) in Attachment A.

C. Additional Documentation

i. Equipment – Reimbursement Payment Request

Reimbursement requests for Equipment purchases must be backed by manufacturer/dealer invoices.

ii. Scholarship – Reimbursement Payment Request

Scholarship invoices shall include the names and addresses of participants when available. If the names and addresses of the students cannot be released, the contractor shall request alternate submittal instructions from the Department.

iii. Instructor Training – Reimbursement Payment Request

Reimbursement requests for instructor training shall include receipts from the organization teaching the course showing the type of course, the individual(s) name trained, date conducted, and cost.

Note, Paragraph 6: This clause covers the correct procedure for invoicing the Department. Information regarding invoicing and sample templates are also provided in other Sections of this manual. Templates are also available on our website at the following link:

7. The Contractor agrees to provide a minimum of 30 boating safety education courses each year.
8. Teaching boating safety for a fee, or offsetting that cost by using scholarship funds, is considered to be carrying passengers for hire or for consideration. By signing this contract, the contractor ensures familiarity with both federal requirements (Title 46 United States Code and specified in Titles 33 and 46 Code of Federal Regulations) and state requirements (Harbor and Navigation Code, Chapter 5, Article 3; California Code of Regulations, Title 14, Article 7) for for-hire vessel operation and will comply with those licensing requirements when applicable before utilizing any equipment or scholarship funding associated with this contract.

Note, Paragraph 8: If an individual holds the Coast Guard license, the Department of Boating and Waterways will waive the physical, written and practical exam, as well as the experience (or moral character) affidavits for the state's for-hire license, but the applicant must still file an application with the department if they want to operate on solely state waterways which are not subject to federal jurisdiction. The Department will request a completed application and a copy of both sides of the Coast Guard license.

9. The Contractor is required to send a representative to one Aquatic Center Directors' Conference annually during the term of the contract. Should the Contractor or representative be unable to attend the conference, the Contractor must forward a letter to the Department stating the reason why they cannot attend. The Department must grant approval in writing in

order for the Contractor not to be in breach of this contract. Nothing herein shall require the Department to give their approval.

10. The Contractor shall submit annual reports to the Department which shall include the number and type of people served by the Contractor's program, equipment inventory of items on the Department's Inventory Form purchased with grant money if applicable, and suggested changes and recommendations for improvements to the Aquatic Grants Program.

Note, Paragraph 10: You will be notified of the date to submit the annual report and also what information to provide.

Paragraphs 11-17 apply to any equipment purchased under this agreement:

11. All property purchased with funds from the contract shall be the property of the State for the entire term of the contract. Legal ownership of any craft purchased under this contract shall be vested in the name of the State, and any craft or trailer purchased shall be registered with the Department of Motor Vehicles in accordance with State law.

Note, Paragraph 11: This clause explains that the Department will retain ownership of all equipment purchased under the contract. The Department should be listed as lien holder on any registration slip. The contractor should be listed as the registered owner.

12. The Contractor agrees to repair or replace any equipment purchased under this contract if lost, stolen, or damaged.

Note, Paragraph 12: Please note that it is your responsibility to maintain and protect equipment. The Department will expect you to replace any stolen, lost or damaged equipment.

13. The Contractor shall take a physical inventory of any equipment purchased under this contract and reconcile the inventory with the property records at least annually to verify the existence, current utilization, and continued need for the equipment.

Note, Paragraph 13: The contractor will be asked in the annual report to provide an updated inventory list using the Department's Inventory Form.

14. Property records shall be maintained by the Contractor and provided on the Department's Inventory Form that accurately provides: a description of the property, manufactures, serial number or other identification number, property location and condition.

15. The Contractor shall request disposition instructions from the Department for equipment no longer needed in the safety program.

Note, Paragraph 15: Disposition instructions are provided in Section 3 of this manual.

16. When purchasing equipment, the Contractor shall ensure that adequate competition has been sought by taking the following steps:
 - a. The Contractor shall openly seek estimates for equipment.
 - b. All estimates should be submitted in writing. If a written estimate is not possible, the contractor shall document any verbal estimate.
 - c. The Contractor shall make every effort to ensure that 3 estimates are received. If 3 estimates are not received, the Contractor shall fully document why 3 estimates could not be received. All estimates or documentation shall be retained by the Contractor. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment.
 - d. Should a certified small business submit an estimate, the business can claim a preference of five (5) percent when submitting by the lowest responsible proposer who is not a certified small business. (Certified small business is defined as a business certified by the Office of Small and Minority Business)
17. Contractor understands that equipment purchased with funds granted under this Agreement is to be used by students officially enrolled in the courses of instruction taught or provided by Contractor.

Contractor shall ensure that if making equipment purchased in accordance with this contract available for rent or for any other special use, that all renters and or users for special use of equipment have either 1) successfully completed the boating safety course for that type of equipment through the Contractor's organization, or 2) demonstrated knowledge of applicable boating navigational rules and laws and demonstrate practical handling of specific craft being rented before taking it on the water. The Contractor shall require the renter to sign a waiver stating that they have complied with these requirements.

All proceeds from the renting of equipment purchased in this contract shall stay vested within this program to enhance boating safety education.

18. The Contractor agrees that the Department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Contractor agrees to maintain such records for possible audit for a minimum of 15 years from the commencement of this contract.
19. The State reserves the right to terminate this contract subject to thirty (30) days written notice to the Contractor pursuant to Paragraph 7 of Attachment C., *General Terms and Conditions*. The Contractor may submit a written request to terminate this contract only if the State should substantially fail to perform its responsibilities as provided herein. In the event the contract is terminated prior to the expiration of the full term of the contract, ownership of all property purchased with funds from the contract shall remain vested in the State.
20. Subject to available funding and satisfactory performance, the Department shall have the option of extending the term of this contract. At the Department's request, the Contractor shall submit a new proposal, which shall be evaluated by the Department. If the proposal is satisfactory, the Department may award the Contractor additional funds and shall extend the deadlines in Paragraphs 2-4 of this agreement for one additional year, revising the term of the contract, if needed, to correspond to this change. The new proposal provided by the contractor shall be incorporated as an amendment and all reimbursements shall be in accordance with it. All other terms and conditions listed herein shall remain unchanged.

INSURANCE REQUIREMENTS

The teaching of hands-on boating safety is determined by the State of California to be a hazardous activity. Therefore, the following types of insurance coverage are needed. Certificates of insurance must accompany all contracts. If the Contractor is self insured, a letter stating and explaining self insurance status must accompany the contract instead of providing a certificate of insurance.

Commercial General Liability

The Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

All policies or letters of self insurance must include the following clauses:

The Department of Boating and Waterways and the State of California, its officers, agents, employees, and servants are named as additional insured for all purposes for which grant monies awarded under this contract are utilized, including but not limited to rental or special use of equipment purchases by grant funds.

Any proposed change in this status shall be reported to the Department prior to the change and may result in restrictions being imposed on the usage of monies or equipment.

Vessel Insurance

The Contractor shall produce evidence of necessary insurance for all vessels bought with the grant money and all vessels used in boating programs funded by grant money.

Automobile Liability

If automobiles are used in the transportation of vessels or people involved in aquatic programs then the following coverage is needed:

The Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

Workers Compensation

The Contractor shall maintain statutory workers compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.

General Requirements

Insurance Companies must be acceptable to the Department of General Services and the Office of Risk and Insurance Management.

Coverage needs to be in-force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. This new insurance must still meet the terms of the original contract.

Insurance policies shall contain a provision that states that coverage will not be canceled without 30 days prior written notice to the State.

The Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

In the event the Contractor fails to keep in effect at all times the specific insurance coverage, the state may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.

Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.

Section II

Invoicing

The following information is included in this section:

- I. When to Invoice
- II. How Often to Invoice
- III. Invoice Structure
- IV. Length of Invoice Processing Time
- V. Reimbursement Claim Forms

I. When to Invoice

Once all signatures for the contract have been secured and approved it is considered finalized and you may begin to spend money in accordance with the contract.

As you make purchases or conduct classes, you may begin invoicing the Department for reimbursement. Regarding equipment purchases, you may only submit invoices for equipment that has been purchased and you are in possession of a final invoice. The Department does not issue reimbursement on a purchase order. Regarding scholarship reimbursement, you may only request payment for classes completed.

If all invoicing procedures are not followed, your invoice will be returned for correction.

II. How Often to Invoice

You may choose to submit one invoice once all purchases have been made and all classes have been conducted. You may also invoice the Department on an ongoing basis as money is spent. The Department is not authorized to issue payment to a contractor more frequently than once a month.

III. Invoice Structure

In order to expedite your reimbursement, it is important to ensure that your reimbursement request contains all of the information listed below. Please submit Reimbursement Claim Form and copies **in triplicate** of the items listed in sections A, B and C. (*Exception: Cii.*)

The following pieces of information should be included on each request for reimbursement you submit:

A. Contractor's Cover Page

A letter from your organization that requests payment from the Department is necessary in order to receive a reimbursement. This letter should include:

- The name of your organization (Name must match the name on the contract)
- The address of your organization (If the address where you want the payment sent differs from the address of your organization, you must indicate this on the letter and reimbursement request as well)
- The name and address of the Department of Boating and Waterways

The Department of Boating and Waterways
2000 Evergreen Street, Suite 100
Sacramento, CA 95815
Attention: Aquatic Center Boating Safety Grant Program

Make sure the envelope containing your reimbursement request contains the entire address/contact name listed above in order to ensure that it is not misrouted.

- The contract number
- A request for reimbursement ("Please pay the following")
- The total amount requested for reimbursement.
- Name and number of a person to contact if questions arise.

B. Reimbursement Claim Form

Use the department forms provided to summarize your invoices. You may download these forms on our website at <http://www.dbw.ca.gov/AquaticGrant.asp>

C. Supplementary Documentation

i. Equipment Grants--Copies of the dealer/manufacture invoices

Dealer or Manufacturer invoices showing that you have purchased items must accompany all requests for payment.

If submitting a dealer/manufacture invoice for reimbursement that contains additional items you have purchased that are not included in the contract, please circle the items that are part of the reimbursement on the dealer invoice and add the appropriate tax.

Reminder: These invoices must be the final invoice. The Department cannot issue payment from a purchase order.

ii. Scholarship Contracts—Class List

Along with the Reimbursement Claim Form and summary, you must provide a class list showing the actual people who received training in the program. Only one class list needs to be submitted with reimbursement requests.

The class list must include the following:

- a. Name and cost of the course
- b. The date the course was conducted
- c. Names and addresses of the students served and cost per student.
- d. Total of invoice

Note: Some contractors are legally unable to submit the names and addresses of persons under 18 years of age. If this is the case, please list the following instead:

- a. Name and Cost of the Course
- b. The date the course was conducted.
- c. Name of organization/school associated with students
- d. Contact name/number of person associated with student group
- e. Cost per student
- f. Total of invoice

In case of a program audit, please keep the names of the students in your files, should we need to conduct a confidential audit.

IV. Length of Invoice Processing Time

The length of time to process an invoice varies. When the request for reimbursement arrives, it is compared to the budget page of the contract to ensure the expenditures were authorized. Every attempt is made to move invoices out of the unit within 1 week of receipt. As stated, once the invoice is approved, it is sent to our administrative unit for further processing. They verify that the payment is legitimate, that there is still money in your contract, and then list it on a claim schedule that is sent to the State Controllers Office. Claim schedules are usually sent to the State Controller's Office once a week. The Controller's Office actually cuts the check and mails it to you. The Controller's Office has 2 weeks in which to act on incoming requests for payment.

Therefore, it is not unusual for at least one month to elapse between the time that you request reimbursement to the time you receive payment.

Expedited Payments

Many of the organizations that we contract with are fairly large and waiting a month for payment does not present a problem. However, we recognize that some organizations are very small and this process presents a hardship. Therefore, we do our best to accommodate you by trying to expedite payments in special cases. Please let us know if you need us to expedite your payment by calling us and alerting us that you are forwarding a payment, so we can be watching for it in the mail. Even if we are able to process your payment in-house in just a few days, the State Controller usually takes the full 2 weeks to issue payment and does not take expedite requests. Therefore, even in expedited cases, there will be a return time of 2 ½ to 3 weeks.

V. Reimbursement Claim Form - EXAMPLES -

Agency Name (Contractor) (Check will be made payable to the party listed below)	Contract Number
Mailing Address	Invoice Number(s)

Budget Line Item #	Manufacturer	Manufacturer Invoice #	Item	Item Approved Budget Page? (Y/N)	Cost	Qty.	Ext.
		Total			\$		

The above information is accurate and complete according to the contract. I affirm that all items were purchased in accordance with the contract or any approved extension.

Program Director Signature-Authorized	Print Name and Title	Telephone Number	Date Signed
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Agency Name (Contractor) (Check will be made payable to the party listed below)	Contract Number
Mailing Address	Invoice Number(s)

[illegible]

The above information is accurate and complete according to the contract. I affirm that all items were purchased in accordance with the contract or any approved extension.

Program Director Signature-Authorized	Print Name and Title	Telephone Number	Date Signed
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Section III

Requests

I. Amendments

A. Time Extensions

1. Instructions
2. Sample Letter

B. Changes to the Budget Page

1. Instructions
2. Template
3. Sample Letter

II. Disposition of Equipment

- A. Instructions and Sample Letters—Selling Equipment
- B. Instructions and Sample Letters—Trade-Ins
- C. Instructions and Sample Letters—Disposing of Equipment

I. Amendments

A. Time Extensions

1. Instructions

You may find the need to extend the dates associated with your contract. Occasionally, contractors find that they need more time to complete purchases of equipment or that all classes could not be conducted during the specified period listed in the contract.

Time extensions to contracts must go through the formal amendment process. That is to say, we must produce a formal change to your contract with a new cover page and have both parties sign copies of the amendment on the following page.

Important Reminder: Attachment B - Paragraphs 3 and 4 of the contract refer to both the deadline to purchase equipment or conduct classes and the time allowed to invoice for these costs. Be sure to note these dates and deadlines associated with the contract.

2. Sample Letter

A sample letter requesting a time extension is included on the following page.

July 6, 2006

Aquatic Grants Program
Department of Boating and Waterways
2000 Evergreen Street, #100
Sacramento, CA 95815

Dear :

(Contractor name) requests a modification to Attachment B - Paragraph 3 of Contract (contract number). I would like to request an extension of the deadline to purchase vessels and equipment to (new date).

The reason for this request is that (reason--e.g.: delay with getting equipment in, equipment not available, etc.)

Sincerely,

Time Extension Sample

B. Changes to the Budget Page

1. Instructions

Sometimes, changes need to be made to the budget page that is part of Attachment A of the contract. Changes to the budget page do not need to go through the formal amendment process. The contractor may simply submit a letter of request along with a new budget page that will replace the previous one.

The amended budget page should contain all items that have been or will be purchased in the contract, not just the changed items. The amended budget page must add to the total amount of the contract. For example, if the original budget page added to \$20,000, the amended budget page must also add to \$20,000.

2. Template

Please use the Budget Page (sample in Manual) found at <http://www.dbw.ca.gov/PDF/AquaticGrant/2006Budget.doc>

3. Sample Letter

A sample letter requesting a change to the budget page (and BUDGET PAGE) are included on the following pages.

Attachment A
Budget Page
Year One

Equipment

Line Item Number	Item/Description	Cost	Quantity	Extension
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
SUBTOTAL				

Scholarships

Note: Group by name of course, e.g. *Basic Sailing*, if there are two courses of the same name but with different costs per student, separate them by cost of each course

Line Item Number	Course Name/Description	Date(s) Conducted	No. of Students per Course	Cost per Student per Course	Extension
1.					
2.					
3.					
4.					
5.					
6.					
7.					
SUBTOTAL					

Instructor Training

Line Item Number	Name of Course	No. of Students	Cost per Student	Extension
1.				
2.				
3.				
4.				
SUBTOTAL				

Total Grant Amount

\$

Contractor Name: _____

Date: _____

Signature: _____

April 1, 2006

Aquatic Grants Program
Department of Boating and Waterways
2000 Evergreen Street, #100
Sacramento, CA 95815

Dear:

(Contractor name) requests a modification to the budget page listed in Attachment A of Contract (contract number). I have attached a new budget sheet for your approval.

The reason for this request is that we have found that (equipment was cheaper than expected, going with different model is advisable, received an unexpected donation, etc.)

Sincerely,

Change to Budget Sheet Sample

II. Disposition of Equipment

A. Instructions--Selling Equipment

At some point, you may wish to sell equipment purchased under a particular contract. In most circumstances, this is allowable. Any equipment sold must be in good condition--safe and seaworthy.

Particularly in the case of engines, contractors have found that they can purchase an engine at a wholesale price and sell it the next year, use and realize an amount equivalent to the purchase price and purchase a new engine at wholesale price. We encourage this process.

Additionally, many contractors wish to sell aging fleets of vessels while they still have life left in them and replace them with new fleets. If you decide, for instance, to sell your fleet of vessels and wish to replace it with funds from an additional grant from the Department, we require the money realized from the purchase to go toward the purchase of the new fleet or new equipment you wish to purchase.

Should you wish to sell equipment, you must submit a letter of request to do so. If your request is approved, a letter authorizing the sale will be forwarded to you accompanied by the pink slip if applicable.

Note: Organizations, such as University Foundations, are not entitled to proceeds from the sale.

B. Instructions--Trade-Ins

Some contractors may be participating in a formal vessel or engine trade-in program that is available through certain dealers/manufacturers.

If this is the case, each year, you must notify the Department when it is time to trade the vessel in for the new model. We will forward the pink slip to facilitate the trade-in. Once that is completed, you will need to re-register the vessel with the Department of Boating and Waterways listed as lien holder and the pink should be automatically forwarded to our office.

C. Instructions--Disposing of Equipment

At some point, you may find that your equipment has exceeded its lifespan and is no longer safe. In these cases you may dispose of the equipment by sending us a letter explaining the situation, listing the equipment in question, and requesting permission to dispose of it. This process may require a site visit to view the equipment prior to disposal.

Sample Letter

A sample letter requesting the sale or disposal of equipment is included on the following page.

October 3, 2006

Aquatic Grants Program
Department of Boating and Waterways
2000 Evergreen Street
Sacramento, CA 95818

Dear:

I am writing to request permission to sell equipment purchased under contract (contract number).

The equipment in question follows:

<u>Type</u>	<u>HIN number</u>	<u>CF number (if required)</u>
-------------	-------------------	--------------------------------

The reason for this request is that (reason).

I will forward a copy of the receipt for your files and will reinvest the money from the sale in the aquatic program.

Sincerely,

Selling Equipment Sample

Section IV

Other Activities

I. Registering Vessels and Trailers

A. Registering Vessels

1. Vessels Requiring Registration

As a rule, every sail-powered vessel over eight feet in length and every motor-driven boat, not registered by the U. S. Coast Guard, using the waters or on the waters of the state are subject to registration.

a. Exceptions

For purposes of equipment used in this program, the following vessels do not have to be registered in California:

- Vessels propelled solely by oars or paddles.
- Sailboats that are eight feet or less in length without motors.
- Non-motorized surfboards propelled by a sail and with a mast that must be held upright by the operator.

2. Registration Process

You are required to register your undocumented vessel and pay applicable fees before it is placed in California waters. Vessels previously registered in other states must be registered in California within 120 days of being brought into the state, if it will be used upon California waterways the majority of the time.

To register your vessel you will need to:

- Complete an Application for Vessel Certificate of Number form (Boat 101).). <http://www.dmv.ca.gov/forms/boat/boat101.pdf>
- Provide a bill of sale or other proof of ownership.
- Pay the registration and titling fee.

- Plus, pay a renewal fee in odd numbered years, for a two-year renewal period, or a renewal fee in even numbered years, for a one year renewal period.

Complete the transaction at your local DMV or mail your application to:

Department of Motor Vehicles
P. O. 942869
Sacramento, California 94269-0001
Attn: Vessels Section

B. Registering Trailers

The Commercial Vehicle Registration Act of 2001 (CVRA). This law changes the way the Department of Motor Vehicles (DMV) registers most commercial motor vehicles with an operating gross vehicle weight of 10,001 lbs. or more, and most trailers. CVRA became operative on December 31, 2001.

1. The Registration Process

Permanent Trailer Identification (PTI) will replace the way trailers are currently registered. The new law will affect trailers being registered for the first time in California and trailers with registrations expiring on or after December 31, 2001.

Camp trailers are subject to the new law, but trailer coaches and park trailers are excluded.

PTI will cost \$20 for the original registration or conversion. Upon conversion to PTI registration, you can:

- Retain the existing trailer plate, or
- Request a new permanent trailer identification plate.
- As of December 31, 2001, tow dollies or auxiliary dollies are no longer required to be registered. They may opt to convert to PTI. If the owner converts to PTI, they should display a PTI plate or a regular plate with a PTI sticker. If the owner does not convert to PTI, the existing plate should be removed.

You will receive a permanent trailer identification card at the time of initial registration or conversion. The PTI will be renewed every five (5) years for a \$10 fee. If you keep your existing plate, a PTI sticker will be issued. The new PTI plates will not need stickers.

To register a vessel trailer, use DMV form 343, application for Title or Registration. <http://www.dmv.ca.gov/forms/reg/reg343.pdf>
Refer to sample.

Complete the transaction at your local DMV or mail your application to:

Department of Motor Vehicles
P. O. 942869
Sacramento, California 94269-0001
Attn: Vessels Section

For more information on the registration process, you may access DMV's website
<http://www.dmv.ca.gov/boatsinfo/boat.htm>

II. End-of-Year Annual Reports

Attachment B of your contract requires each contractor to submit an End of Year Report for each calendar or partial calendar year in the term of the contract.

The End-of-the-Year Report details the days the program was operating, types of activities, levels of participation, and an updated inventory list of equipment purchased under the contract and any previous contracts between your organization and the Department of Boating and Waterways.

A sample of the Letter requesting your End-of-Year Annual Report is on the following pages.

Dear Aquatic Center Director:

This letter is to remind you of your requirement for reporting annual summaries to the Department for calendar year 2006.

Contractors are required to submit an annual report each year within the term of any contract with the Department of Boating and Waterways' Aquatic Grants Program. Currently, scholarship contract terms run 1-2 years and equipment contract terms run for 15 years.

The summaries are made part of the Department's Recreational Boating Report sent to the U.S. Coast Guard in Washington, D.C. Your summaries are a very important part of this report and significantly help to secure future federal funding for the Aquatic Grant Program in California.

For those contractors participating in the most recent *Request for Proposal* for grant funding, Charts 1A, 1B, and 1C are nearly identical to the charts appearing in that request. Chart 2, relating to inventory, is the same chart used in last year's annual report request.

Your Year End report must contain a minimum of the following:

1. Total number of students receiving instruction during 2006 categorized by type of class (include practical handling and classroom training.) –Complete Charts 1 A. - C.
2. Number of instructors at your operation and their certifications in 2005. You may group instructors by like certifications. For instance:

<u>Certification</u>	<u># of Instructors</u>
U. S. Sailing Instructor Level 1	8

3. Photographs of students (if on the water, in lifejackets) learning boating safety skills and photos of your aquatic facility if available. A variety of ages and activities is appreciated. We use these pictures in reports and publications on occasion. Please let us know if this presents a problem.
4. Recommendations for any changes or improvement to the Aquatic Grants Program.
5. The attached spreadsheet will serve as your Inventory List. Please list your current inventory of items purchased in all contracts between your organization and the Department. Purchase price is only required on equipment purchased in contracts with numbers beginning with 02 and later.

Aquatic Center Directors/Year-End Report
Page Two

Items required to be listed on inventories (regardless of value)

- Vessels:
 - Canoes
 - Kayaks
 - Rafts
 - Sailboards
 - Sailboats
 - Motorboats (including inflatables)
 - Rowing shells (there are a few programs that have these from years ago before we stopped funding shells.)
 - Personal Watercraft
- Trailers
- Engines

Items **not** required to be listed on inventories

- Paddles/oars
- Life jackets
- Wet suits/wet shoes
- Radios
- Dollies
- Sails
- Water skis/wake boards
- Helmets
- Spray skirts
- Dry bags
- Other safety equipment such as horns, megaphones, etc.

If you have a piece of equipment that is not listed in one of the above categories, contact Jana or Amy and we will discuss it with you.

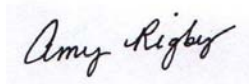
Please be sure to note on your inventory list that all of your boats and trailers purchased through the aquatics funding program are registered/numbered in compliance with state law and with the equipment title vesting the Department of Boating & Waterways with legal ownership. The Department shall be listed as the lien holder and the contractor as the registered owner.

Your Year End Report (hard copy) is due no later [DATE]. Failure to submit this report in keeping with requirements of your contract will result in penalties attached to future grant application requests.

This document including the Information Letter and Charts 1 A. – C. along with the Inventory List spreadsheet is available at under Year End Report documents at:
<http://www.dbw.ca.gov/AquaticGrant.asp>

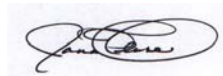
If you have any questions, please contact either of us.

Sincerely



Amy Rigby

Associate Boating Administrator
(916) 263-8190
arigby@dbw.ca.gov



Jana Clarke

Associate Boating Administrator
(916) 263-8187
jclarke@dbw.ca.gov

Chart 1 A.

Type of Course	# of Sessions Offered Annually	# of Students Enrolled in each Session	Total students receiving training in course type
Beginning Sailing (sample)	5	8	40

Chart 1 B. Student Age

Student Age	No.
Under 12	
12 to 17	
18 to 24	
25 to 40	
41 to 65	
Over 65	
Total Students age unknown	
Total Students benefiting from Proposal	

Chart 1 C. Population Segment Served

Population Segment	# of Students
General boating public	
At-risk youth	
Other youth groups (elementary & high school)	
College students	
Senior groups	
Disabled groups	
Total Students Benefiting from Proposal	

Section V

Additional Department Services

Pamphlets

The Department produces over 50 safety pamphlets as well as a comprehensive home-study course available to the public **free of charge**. Aquatic Centers are welcome to receive quantities of these pamphlets for use and distribution.

You may order pamphlets using our on-line order form. The link to the order form is: <http://www.dbw.ca.gov/onlineorder/onlineorder.asp>. You may also call (916) 263-0784 to order forms as well.

Other Safety Materials

The Department's Education Unit also has on hand safety materials such as floating key chains, visors, water bottles, pencils, and Life Saver candies. These materials are normally distributed at safety fairs and boat shows. However, limited quantities of these items are available to Aquatic Centers to distribute to students. Since supplies are somewhat limited, we recommend giving these items out as prizes for answering questions correctly. To request a quantity of these items, please call Gloria Sandoval at (916) 263-8186.

Additional Grants

Publicly Owned & Operated Facilities

- PLEASE NOTE THERE IS AN ANNUAL APPLICATION DEADLINE OF APRIL 1.

Each year the California Department of Boating and Waterways (DBW) provides grants to [public entities](#) throughout the state for construction of launch ramps, boarding floats, shoreside or floating restrooms, shore protection, vehicle/trailer parking, and other boating related items. The facilities constructed with DBW grants must be in environmentally acceptable areas, meet or exceed our design criteria, be economically feasible, and remain open to all boaters at reasonable prices. In return for this funding, grant recipients are responsible for operating and maintaining the project for a minimum of 20 years at no additional cost to the state.

Public entities desiring grant money for boater access projects can download a copy of our [Grant Application and Guidelines for Boat Launching Facilities](#). [A sample completed Grant Application](#) is also available. These documents are also available by contacting DBW.

In addition, three sample small craft launching facility construction grant and operation contracts are available to download: [Grant Contract for Cities, Counties and Districts](#); [Grant Contract for Government - US Forest Service](#). (Contracts are subject to change/update). Please view <http://www.ols.dgs.ca.gov/Standard+Language/default.htm> for standard incorporated language.

Small Craft Harbor Development Loan

DBW also lends money to public and privately owned marinas. Loan funds are available to [public entities](#) for planning, construction, rehabilitation or expansion of small craft harbors throughout California. Breakwater construction, dredging, berthing, utilities, landscaping and irrigation, restrooms, fuel docks, boat sewage pumpout stations, and public access walkways at small craft harbors are a few of the improvements that can be funded by DBW.

Public entities who want to apply for a DBW loan for small craft harbor development can download a copy of our [Loan Application and Guidelines for Small Craft Boat Harbor Development](#). [A sample completed Loan Application](#) is also available. These documents are also available by contacting DBW.

In addition, a sample [Construction Loan and Operation Contract](http://www.ols.dgs.ca.gov/Standard+Language/default.htm) is available to download. (Contracts are subject to change/update). Please view <http://www.ols.dgs.ca.gov/Standard+Language/default.htm> for standard incorporated language.

Privately Owned & Operated Marinas

DBW also has construction loan funds for [recreational marinas](#). These funds can be used to construct, expand or improve privately owned boating facilities that are open to the public. These construction funds can be used for: berthing, restrooms, vessel pumpout stations, utilities, riprap and erosion control, vehicle/trailer parking, launching facilities, dry boat storage facilities, breakwaters, and other boating related facilities. [Private marina owners](#) desiring construction loan funds for marina development can download a copy of our [Loan Application](#) here. An application is also available by contacting DBW.

In addition, a sample [Construction Loan Agreement](http://www.ols.dgs.ca.gov/Standard+Language/default.htm) is available to download. (Contracts are subject to changes/updates). Please view <http://www.ols.dgs.ca.gov/Standard+Language/default.htm> for standard incorporated language.

Definitions

Public Entities

Cities, counties or districts having power to acquire, construct, and operate small craft harbors. DBW has authority under the Harbors and Navigation Code (Section 71.4) to lend funds to these entities.

Recreational Marinas

Marinas owned by private owners and open to the public primarily for recreational purposes. Recreational marinas provide boat berthing (wet or dry storage) and other boating related improvements, and may be on privately or publicly owned waters within California.

Private Marina Owners

Profit-oriented businesses which own and operate, or intend to develop and operate a recreational marina. DBW has authority under the Harbors and Navigation Code (Section 76) to loan construction funds to these owners.

For more information on loans or grants for public entities, contact:

Harold Flood

E-mail: hfflood@dbw.ca.gov

Telephone: (916) 263-8165,

Fax: (916) 263-0648

For more information on construction loans for recreational marinas, contact:

April Moses

E-mail: amoses@dbw.ca.gov

Telephone: (916) 263-6358,

Fax: (916) 263-0648

Capital Outlay

The Department of Boating and Waterways is authorized by the Harbors and Navigation Code to plan and develop boating facilities on **State-managed properties** that enhance recreational boating and navigation. All Capital Outlay projects are subject to approval of the legislature, and are predicated on funding availability, cost effectiveness, and environmental soundness of work.

Under the Capital Outlay Program, the Department participates in the planning, design, and construction of new facilities or in the renovation or rehabilitation of outdated project features that have reached or exceeded their normal life cycle. The program activities encompass more than 25 boat launching sites at 13 major State Water Project reservoirs/lakes; 49 boat launching sites and 4 mini-marinas at 33 State Parks. The Department also partners in boating facilities improvements at numerous other State managed recreational boating sites.

Capital Outlay projects typically consist of:

1. Boat launching ramps, hoists, or specialty launch devices
2. Boat slips and anchorage
3. Parking areas, sanitary facilities, and related utilities
4. Boat boarding floats, docks, and shore access floats
5. Boating Instruction and Safety Centers

To accomplish work, the Department has assembled a team of engineers, landscape architects, and a support staff who are experienced in recreational waterfront facilities planning, design and construction.

For more information regarding the Capital Outlay program, please go to

http://dbw.ca.gov/cap_out.asp.